Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Kansas Department of Transportation
Bureau of Fiscal Services

Phone: 785-296-3545
Fax: 785-296-7927
kdot#publicinfo@ks.gov
http://www.ksdot.org

Julie L. Lorenz, Secretary
Pamela S. Anderson, Chief

Laura Kelly, Governor

INVITATION FOR BID (IFB)

COURTESY BID – Issued on Behalf of Kansas Unified School Districts and Interlocal Cooperative Agreements

Bid Event Number:	CB0010
Replaces Contracts:	CB0009
Date Posted:	August 31, 2020
Closing Date:	September 30, 2020, 2:00 PM CDT
Procurement Officer: **E-Mail Address:**	Laura Miller Laura.Miller@ks.gov
Web Address:	http://www.ksdot.org/burFiscal/rfq/rfq.asp
Item:	School and Activity Buses
Agency:	Kansas Unified School Districts and Interlocal Cooperative Agreements
Period of Contract:	November 1, 2020 through October 31, 2021
Guarantee:	No Monetary Guarantee Required
Scope:	This Contract shall cover the procurement of School and Activity Buses for Kansas Unified School Districts and Interlocal Cooperative Agreements during the contract period referenced above.

Event Number CB0010 was recently posted to the Kansas Department of Transportation Internet website. The document can be downloaded by going to the following website:

http://www.ksdot.org/burFiscal/rfq/rfq.asp

It shall be the vendor's responsibility to monitor this website on a regular basis for any changes/addenda.

SECTION I
CONDITIONS TO BIDDING

1. **Bid Event ID / Reference Number:** The Bid Event ID/IFB Number CB0010 is assigned to this IFB and MUST be shown on all correspondence or other documents associated with this IFB and MUST be referred to in all verbal communications. All inquiries, written or verbal, shall be directed to the procurement officer only:

   Laura Miller, Procurement Officer
   Telephone: 785-296-3332*
   Facsimile: 785-368-7415
   E-Mail Address: Laura.Miller@ks.gov

   Kansas Department of Transportation
   Fiscal Procurement Section
   700 SW Harrison Street, 2nd Floor West Wing
   Topeka, KS 66603

2. **Questions/Amendment:** No pre-bid conference is scheduled for this IFB. Questions requiring clarification of the IFB must be submitted in WRITING to the Procurement Officer stated above prior to the close of business on Thursday, September 17, 2020. Due to Covid-19, we continue to work from home for the foreseeable future. *If you need to contact me, please email and I can respond via email or phone. My KDOT work phone is not regularly monitored.

   If these specifications do not conform with federal or state specifications for the individual type of school bus the dealer will immediately notify the Procurement Officer for consideration of a possible revision for all bidders no less than ten (10) days prior to the closing date and time of this IFB. If you have a concern with the base bus specifications and/or bus specification options and you require a clarification, please contact the Procurement Officer.

   Any modifications or issues deemed to need correction or clarification will be processed and e-mailed to all vendors who received the original request and posted on the Kansas Department of Transportation (KDOT) Internet website: http://www.ksdot.org/burFiscal/rfq/rfq.asp., in the form of bid addenda. Please note that only written communications are binding.

   Failure to notify the Procurement Officer of any conflicts or ambiguities in this IFB may result in items being resolved in the best interest of the State. Any deviation to any specification may result in the rejection of your bid.

3. **Cost of Preparing Bid Response:** The cost of developing and submitting the bid response is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the bid response, submitting the bid response, and other costs associated with this IFB. All responses will become the property of the State of Kansas and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

4. **Evaluation of Bids and Contract Award:** This IFB will result in a multiple award contract from which Kansas Unified School Districts (USD's) and Interlocal Cooperative Agreements (ICA's) will be

able to obtain pricing. Actual bus orders will be placed by the USD's and ICA's as deemed in their best interest and as determined by the USD's and ICA's. Any contracts resulting from this IFB are for use by the USD's and ICA's. Use of these contracts will be optional.

5. **Acceptance or Rejection:** The KDOT reserves the right to accept or reject any or all bid responses or part of a bid response; to waive any informalities or technicalities; clarify any ambiguities in bid responses; modify any criteria in this IFB; and unless otherwise specified, to accept any item in a bid response.

6. **Contract:** The successful bidder will be required to enter into a written contract with the State. The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment, which is incorporated into all contracts with the State and is incorporated into this IFB.

7. **Contract Documents:** This IFB and any amendments and the bid response and any amendments of the successful bidder shall be incorporated along with the DA-146a into the written contract award which shall compose the complete understanding of the parties.

   In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

   1. Form DA-146a;
   2. written modifications to the executed contract;
   3. written contract signed by the parties;
   4. the IFB including any and all addenda; and
   5. contractor's written response submitted in response to the IFB as finalized.

8. **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful bidder.

9. **Open Records Act (K.S.A. 45-215 et seq.):** All bid responses become the property of the State of Kansas. Kansas law requires all information contained in bid responses to become open for public review once a contract is signed or all bid responses are rejected.

10. **Federal, State and Local Taxes Governmental Entity:** Unless otherwise specified, the bid response price shall include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with the IFB. The USD's and ICA's are exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the bidder's prices.

11. **Debarment of State Contractors:** Any contractor who defaults on delivery as defined in this IFB may, be barred (a) After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the secretary of administration, after consultation with the contracting agency and the attorney general, shall have authority to debar a person for cause from consideration for award of contracts. The debarment shall not be for a period exceeding three years. The secretary, after consultation with the contracting agency and the attorney general, shall have authority to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The

suspension shall not be for a period exceeding three months unless an indictment has been issued for an offense which would be a cause for debarment under subsection (b), in which case the suspension shall, at the request of the attorney general, remain in effect until after the trial of the suspended person.

12. **Insurance:** The State shall not be required to purchase any insurance against loss or damage to any personal property nor shall the State establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

SECTION II
BID INSTRUCTIONS

1. **Preparation of Bid Response:** Prices are to be entered in spaces provided in the online Bus Procurement Software Program accessible at this link: https://kansas.cooppurchase.com. The State has the right to rely on any price quotes provided by bidders. The vendor shall be responsible for any mathematical errors in pricing. The State reserves the right to reject bid responses which contain errors.

   Bidders are instructed to prepare their Bid Response following the IFB.

2. **Submission of Bid Responses:** Proposals are to be submitted with the Bid Event ID/IFB Number and closing date clearly noted. All pages of each bid package must be completed in full for each bus style that you are bidding. Vendor's bid response shall consist of:
   - IFB Signature Sheet and any required addenda, signed by an authorized Bidder Representative,
   - Certification Regarding Immigration Reform & Control, signed by an authorized Bidder Representative,
   - One copy of the bid response printed from the program, signed by an authorized Bidder Representative. Literature and other supporting documents to be available upon request,
   - Boycott of Israel, signed by authorized Bidder Representative
   - Sexual Harassment statement, signed by authorized Bidder Representative,
   - Valid Tax Clearance Certificate
   - The "stock" buses that you would like to list printed from the program, signed by an authorized Bidder Representative,
   - The website address to your company's online advertising,
   - Copies of all warranties in either a paper or electronic format available upon request,
   - Clarifications and explanations, if applicable. Vendors are responsible for verifying that their paper and electronic proposals are consistent.

   Vendor's bid response shall be received promptly at 2:00 p.m., Central Daylight Time (CDT), on September 30, 2020.

   Mailed bids shall be in a securely sealed envelope or other container addressed as follows:

   Laura Miller, Procurement Officer
   Kansas Department of Transportation
   Fiscal Procurement section
   Bid Event ID/IFB #: CB0010
   Closing: September 30, 2020, 2:00PM CDT
   700 SW Harrison Street, 2nd Floor West Wing
   Topeka, KS 66603

   Due to Covid-19 and the continuation of remotely working, email bids will be accepted. Please email the appropriate documents to Laura.Miller@ks.gov no later than 2:00 p.m., September 30, 2020. Bids will be printed off and secured with any mailed bids received until bid closing.

   It is the bidder's responsibility to ensure bids are received by the closing date and time. Delays in mail delivery or any other means of transmittal, including couriers or agents of the issuing entity

shall not excuse late bid submissions. Bidders are encouraged to notify the Procurement Officer stated above when emailing bids to monitor for successful delivery prior to the closing date/time or for assistance with transmission of large electronic files.

Responses received prior to the closing date shall be kept secured and sealed until closing. The State shall not be responsible for the premature opening of a bid event response or for the rejection of a bid event response that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Bid Responses will be retained unopened in the file and not receive consideration, or will be returned at bidder's expense upon request by the bidder.

3. **Signature of Responses:** Each bid event response shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title.

4. **Acknowledgment of Amendment:** All vendors shall acknowledge receipt of any amendment to this IFB. Failure to acknowledge receipt of any amendment may render the bid response to be non-responsive. Changes to this Solicitation and the resulting contract shall be issued only by the KDOT Fiscal Procurement Section.

5. **Modification of Bid Responses:** A bidder may modify an IFB response by letter or email transmission to the Procurement Officer at any time prior to the Closing Date and Time for this IFB.

6. **Withdrawal of Bid Responses:** A bid response may be withdrawn on written request from the vendor to the Procurement Officer by letter or email prior to the Closing Date and Time for this IFB.

7. **Bid Disclosures:** At the Closing Date and Time, base bid prices shall be made public information. There will not be a public opening. If a vendor is interested, a bid opening will be held via conference call. Conference call will be setup if necessary and information sent prior to closing.

   Kansas Department of Transportation
   Fiscal Procurement Section
   700 SW Harrison Street, 2nd Floor West Wing
   Topeka, 66603
   (785)296-3332

   Information in bid files shall not be released until a contract has been executed or all bid responses have been rejected. After that time, copies of individual bid responses may be obtained under the Kansas Open Records Act by calling the Procurement Officer to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the bid file. Upon receipt of the funds, the documents will be released.

8. **Notice of Award:** An award is made on execution of the written contract by all parties. Only the KDOT is authorized to issue news releases relating to this IFB, its evaluation, award and/or performance of the contract. The Procurement Office shall issue a written contract to the successful bidder(s).

SECTION III
GENERAL PROVISIONS

1. **Term of Contract:** The term of this contract is for a period commencing November 1, 2020 through October 31, 2021.

2. **Inspection:** The State reserves the right to reject, on arrival at destination, any items which do not conform to the specification of this IFB.

3. **Termination for Cause:** The KDOT Chief Procurement Officer may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

   - the Contractor fails to make delivery of goods or services as specified in this contract; or

   - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

   The KDOT Chief Procurement Officer shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice, or such longer period as authorized in writing, the KDOT Chief Procurement Officer shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

4. **Termination for Convenience:** The KDOT Chief Procurement Officer may terminate performance of work under this contract in whole or in part whenever, for any reason, the KDOT Chief Procurement Officer shall determine that the termination is in the best interest of the Kansas Department of Transportation. In the event that the KDOT Chief Procurement Officer elects to terminate this contract pursuant to this provision, the Contractor shall be provided written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

5. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be IN WRITING and addressed as follows:

   Laura Miller, Procurement Officer
   Kansas Department of Transportation
   Fiscal Procurement Section
   700 SW Harrison Street, 2nd Floor West Wing
   Topeka, KS 66603

   or to any other persons or addresses as may be designated by notice from one party to the other.

6. **Rights and Remedies:** If this contract is terminated, the State, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the USD's and ICA's in the manner and to the extent directed, any completed materials. The USD's and ICA's

shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination for convenience.

In the event of termination, the Contractor shall receive payment pro-rated for that portion of the contract period services were provided to and/or goods were accepted by the USD's and ICA's subject to any offset for actual damages including loss of federal matching funds.
The rights and remedies of the State provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by State shall not constitute a waiver.

9. **Independent Contractor:** All parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

   The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Staff Qualifications:** The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

    Failure of the Contractor to provide qualified staffing at the level required by the contract may result in termination of this contract and/or damages.

11. **Conflict of Interest:** The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the State and who are providing services involving this contract or services similar in nature to the scope of this contract to the State. Furthermore, the Contractor shall not knowingly employ, during the

period of this contract or any extensions to it, any state employee who has participated in the making of this contract until at least two years after his/her termination of employment with the State.

12. **Confidentiality:** The Contractor may have access to private or confidential data maintained by the State to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Contractor must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by contractor. On the termination of expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

13. **Reviews and Hearings:** The Contractor agrees to advise the KDOT Chief Procurement Officer of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the KDOT Chief Procurement Officer. The State has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

14. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

15. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

16. **Hold Harmless:** The Contractor shall indemnify the State against any and all loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

    The State shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction or damage to State property.

17. **Care of State Property:** The Contractor shall be responsible for the proper care and custody of any state owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse State for such

property's loss or damage caused by Contractor, normal wear and tear excepted.

18. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any State, USD, or ICA employee at any time.

19. **Retention of Records:** Unless the State specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

    Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

    The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post contract period. Delivery of and access to the records shall be at no cost to the state.

20. **Antitrust:** If the Contractor elects not to proceed with performance under any such contract with the State, the Contractor assigns to the State all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the State pursuant to this contract.

21. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the KDOT Chief Procurement Officer. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

22. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State.

    This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the State.

23. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.

24. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.

25. **Severability**: If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

26. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be

deemed executed at Topeka, Shawnee County, Kansas.

27. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the State is a party.

28. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.

29. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.

30. **Criminal Or Civil Offense Of An Individual Or Entity That Controls A Company Or Organization Or Will Perform Work Under This Contract:** Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

31. **Competition:** The purpose of this Solicitation is to seek competition. The vendor shall advise the Procurement Officer if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Procurement Officer no later than ten (10) business days prior to the closing date and time of this IFB. The KDOT Chief Procurement Officer reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Solicitation.

32. **Injunctions:** Should Kansas be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the State, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

33. **Acceptance:** No contract provision or use of items by the State shall constitute acceptance or relieve the vendor of liability in respect to any expressed or implied warranties.

34. **Breach:** Waiver or any breach of any contract term or condition shall not be deemed a waiver of any prior or subsequent breach. No contract term or condition shall be held to be waived, modified, or deleted except by a written instrument signed by the parties thereto.

If any contract term or condition or application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition or application. To this end the contract terms and conditions are severable.

35. **Statutes:** Each and every provision of law and clause required by law to be inserted in the contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then on the application of either party the contract shall be amended to make such insertion or correction.

36. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

37. **Disclosure of Proposal Content:** The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued. The State reserves the right to destroy all proposals if the IFB is withdrawn, a Contract Award is withdrawn, or otherwise in the normal course of business.

    Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal response package. Pricing information is normally not considered proprietary. The Vendor's entire proposal response package shall not be considered proprietary.

38. **Worker Misclassification:** The contractor and all lower tiered subcontractors under the contractor shall properly classify workers as employees rather than independent contractors and treat them accordingly for purposes of workers' compensation insurance coverage, unemployment taxes, social security taxes, and income tax withholding. Failure to do so may result in contract termination.

SECTION IV
SPECIAL PROVISIONS

1. **Bid Response Format:** Bidders are instructed to prepare their Bid Response following the same sequence as the sections of the IFB.

2. **Subcontractors:** The contractor shall be the sole source of contact for the contract. The State will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

3. **Qualifications:** The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of mobilizing sufficient personnel to meet the deadlines specified in this solicitation.

4. **Timeline and Methodology:** Include a timeline for implementing services.

5. **Purchase Orders:** Each USD and ICA shall issue their own purchase orders detailing specific options and delivery instructions and shall be responsible to make payments directly to the vendors for all buses ordered. All orders shall be verified by signed hard copy or email copy of purchase order from the USD or ICA and agreed upon between the USD or ICA and vendor.

6. **Payment:** Payment shall be made after receipt of goods or services in agreement with Kansas Law. Payments shall not be made for costs or items not listed in the bidder's response.

7. **Invoices:** Each purchase order must be individually invoiced. Invoices shall be forwarded to the USD or ICA placing the order in duplicate and shall state the following:

    1. date of invoice;
    2. date of delivery (or completion of work);
    3. purchase order number and contract number;
    4. itemization of all applicable charges; and
    5. net amount due.

8. **Submission of the Bid Response:** Submission of the bid response will be considered presumptive evidence that the vendor is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the bid response for all contingencies. Subsequent claims for labor, work, materials, and equipment required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by Contractor at no additional cost to the USD's and ICA's.

9. **Insurance:** The Contractor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Procurement Officer prior to award of contract.

10. **Materials and Workmanship:** The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by this solicitation, within the time specified, in accordance with the provisions as specified.

11. **Shipping and F.O.B. Point:** Unless otherwise specified, bid prices shall be F.O.B. DESTINATION, PREPAID AND ALLOWED, included in the contract price.

12. **Deliveries:** All orders shall be shipped FOB destination, prepaid and allowed, within the timeframe agreed upon between the USD or ICA and vendor, after receipt of a purchase order. If delays in delivery are anticipated, the Contractor shall immediately notify the ordering USD or ICA of the revised delivery date. The order may be canceled if delivery time is unsatisfactory. The Contractor shall inform the Procurement Officer and the ordering USD or ICA of any supply or delivery problems. Continued delivery problems may result in termination of the contract.

13. **Equivalent or Alternate Items:** See Section V-Statement of Work for Base Bus and Stock Bus Specifications.

14. **Benchmark Requirements:** A demonstration or benchmark of the selected devices for the using agencies may be required before final contract approval.

15. **Computer Hardware / Equipment:** All offered equipment, equipment options, and hardware expansions must be identified by manufacturer and model number and descriptive literature of such equipment must be submitted with the bid response.

16. **Implied Requirements:** All products and services not specifically mentioned in this IFB, but which are necessary to provide the functional capabilities described by the specifications, shall be included. Other products required to make the described software functional shall be identified in the bid response.

17. **Industry Standards:** If not otherwise provided, materials or work called for in this contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

18. **Technical Literature:** All responses shall include specifications and technical literature sufficient to allow the State to determine that the equipment meets all requirements. This technical literature will be the primary source for bid evaluation. If a requirement is not addressed in the technical literature it must be supported by additional documentation and included with the response. Responses without sufficient technical documentation may be rejected.

19. **Training and Manuals:** Vendors shall provide all necessary training related to the use of diagnostic computerized equipment made available to the purchaser. Vendor shall provide, with the bid, pricing for all applicable software and updates related to the following items: engine, transmission and ABS brakes or any other components, in their clarifications. Vendors shall also furnish to each USD and ICA one (1) complete set of factory service and parts manual on the bus chassis, body, and engine assembly for each bus ordered.

20. **Default on Delivery:** Any contractor who defaults on delivery as defined in this Contract may be barred from bidding on any subsequent bid event for a period to be determined.

21. **Indefinite Quantity Contract:** This solicitation is for an open-ended contract between a vendor and the KDOT on behalf of the USD's and ICA's to furnish an undetermined quantity of a good or service in a given period of time. An estimated quantity based on past history or other means may be used as a guide. Use of this contract by the USD's and ICA's is optional.

22. **Prices:** Prices shall remain firm for the entire contract period. Prices shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to KDOT on behalf of the USD's and ICA's. Failure to provide available price reductions may result in termination of the contract.

    The bidder agrees that all the prices, terms, warranties and benefits granted by the bidder to the USD's and ICA's through this contract are comparable to or better than the equivalent terms being offered by the bidder to any present customer meeting the same qualifications or requirement.

    If the aggregate price of a proposed purchase option is less than $50,000 then a USD or ICA may choose to purchase, and have installed, such option from someone other than the contract vendor.

23. **Unit Pricing:** Each item required by the bid must be individually priced (i.e. priced per single unit). Some options require "per station" or "per unit" pricing. Provide a unit price, not a total bus price. These options have a reference to quantity in the option description.

24. **Trade-Ins:** Pricing for possible trade-ins will be requested by a USD or ICA through the Bus Procurement Software Program at the time of purchase, when applicable.

25. **Hardware / Software Upgrades:** Bidders shall indicate, in the bid response, the upgrade price and policy for any software, firmware, or hardware upgrades anticipated for the equipment bid. If the upgrades are provided without cost, this should be indicated.

26. **Documentation:** Examples of documentation delivered by the manufacturer with purchase of items shall be included. Contractor must be able to deliver additional copies (beyond the bid response set) of documentation on an immediate basis for use in the evaluation process. Within the section, bidders may use any format. Include detailed, standard, published literature describing each equipment item and feature offered.

    If asked, bidders shall deliver additional copies of bid response documentation immediately. Within the section, bidders may use any format. Include detailed, standard, published literature describing each item and feature offered.

27. **Warranty:** Standard Manufacturer's Warranty, for all equipment bid, is to be considered a part of these conditions. All defective items shall be replaced free of charge.

    Bidders shall indicate the type and extent of the warranty for all equipment, hardware, software, and services proposed.

    Due to the vast differences in engine warranties each vendor shall supply pricing and documentation of what warranties will be offered and what they cover and include this as part of their bid. These are to be listed in the clarification section of the bid.

The Vendor warrants that all labor and equipment provided on each bus, whether installed initially or under subsequent purchase orders, shall be newly manufactured equipment or assembled from newly manufactured parts. The vendor further warrants that each bus will be free from defects in workmanship and material in accordance with the manufacturer's standard warranty from the date of delivery of that bus. All bidders are to supply copies of all engine, transmission and body warranties.

The successful bidder will be the sole point of contact on any problems with the equipment or systems during the warranty period.

The contractor shall be responsible for all work put in under these specifications. The contractor shall make good, repair and replace, at the contractor's own expense, as may be necessary, any defective work, material deficiency, if in the opinion of the USD or ICA and/or KDOT Chief Procurement Officer said defect is due to imperfection in material, design, or workmanship for the warranty period specified.

28. **References:** Provide four (4) references. References shall have purchased similar items from the vendor in the last year. References shall show firm name, contact person, address, and phone number. Vendor employees and the buying agency shall not be shown as references.

29. **Certification of Specifications Compliance:** By submission of a response and the signatures affixed thereto, the bidder certifies all products and services proposed in the IFB meet or exceed all requirements of this specification as set forth in the IFB.

30. **Certification of Materials Submitted:** The response to this IFB, together with the specifications set forth herein and all data submitted by the bidder to support the response including brochures, manuals, and descriptions covering the operating characteristics of the item(s) proposed, shall become a part of any contract between the successful bidder and KDOT. Any written representation covering such matters as reliability of the item(s), the experience of other users, or warranties of performance shall be incorporated by reference into the contract.

31. **Experience:** All bidders must have a minimum of three (3) years continuous active participation in the applicable industry as a distinct company, providing equipment and systems comparable in size and complexity to the equipment and systems specified.

    Bidders may be required to furnish information supporting the capability to comply with conditions for bidding and fulfill the contract if receiving an award of contract. Such information may include, but not be limited to, a list of similar size and type projects the Bidder has completed.

32. **State Tax:** This Project has been determined by the Kansas Department of Revenue to be exempt from Kansas Sales Tax(es). The cost of said tax must be EXCLUDED FROM all Bid and Contract prices. Sales tax includes all applicable state, county and city sales tax. "<u>The Owner's Business Office will provide the Contractor with a tax exemption number for his use.</u>"

SECTION V
STATEMENT OF WORK

1. **Intent:** The Kansas Department of Transportation, on behalf of Kansas Unified School Districts (USD's) and Interlocal Cooperative Agreements (ICA's), is accepting sealed bids for the procurement of new, latest model school and activity buses in the following styles:

    - Conventional
    - Transit Front Engine
    - Transit Rear Engine
    - A and A II
    - A Ford Transit
    - Ram Low Floor FWD

2. **Scope:** The Kansas Department of Transportation and the Kansas Department of Education have partnered to develop a contract utilizing a bus procurement software program containing specifications for base bus requirements and options to offer cooperative and collective purchasing power to Kansas USD's and ICA's for the purchase of school and activity buses.

    Using the web based bus procurement software program, USD's and ICA's wishing to purchase buses may create detailed bus specifications, electronically compare pricing on various buses from all participating vendors, and create purchase orders.

3. **Bus Specifications:** All buses are required to meet:

    (1) current National School Transportation Specifications and Procedures,
    (2) all applicable Federal Motor Vehicle Safety Standards (FMVSS's), and
    (3) all applicable State and Federal Laws

    Bus specifications shall be as stated in this IFB document and the bus bidding software combined.

    Base Bus Specifications: Vendors must meet all base bus specifications. For instance, if 3M Scotchlite Diamond Grade Reflective Tape is specified, every vendor must supply this item as specified. This applies to everything in the base bus specifications. By responding to this invitation to bid, each vendor hereby certifies that it meets **ALL** of the base bus specifications outlined in this invitation for bid.

    Vendors may not delete, change, modify or substitute a part or product from the base bus specifications, except as permitted by the bus specification options. Furthermore, vendors may not modify bus specification options. In other words, Vendors may not add new options to its proposal that are not otherwise found on the bus specification options list. **A vendor may not list an item as not available or change their price and then add it as a dealer negotiated item. If a vendor does N/A an option and adds it back as a dealer negotiated item and the district purchases that bus, said vendor may be prohibited from bidding on that style of bus on the next bid.**

Vendor clarifications and explanations for their products should be presented in one document as a paper copy and on a CD in MS Word. Clarifications can also be added on the program when a price is entered.

4. **"Stock" Buses:** If the vendor intends to list any "stock" buses they must be listed in the program in the stock product section with a bid price for that stock unit. Each unit listed must be accompanied by a purchase proposal that gives a complete description of the bus being offered referencing the stock number as listed in the program. The vendor shall also list the quantity of that style that is available at the time of the bid. Only the "stock" buses that are listed are eligible to be purchased under this bid and no additional buses may be added after the bid opening. If stock units are sold outside of this bid the vendor will be able to reduce the quantity of that offering after contract award.

SECTION VI
BUS PROCUREMENT SOFTWARE PROGRAM

1. Directions for Using the Bus Procurement Software Program

Base Bus Pricing: Provide all base bus specifications and option prices in whole dollars (no cents). In responding to this invitation to bid, each vendor must complete each field in the base bus specifications and in the bus specification options. If a field is left blank, it will be deemed a "No Bid." An entry must be included in each price field. Therefore, if a field in the base bus specifications or bus specification options is left blank, the entire proposal may be rejected on that basis. Vendors will not be contacted regarding incomplete or incorrect bid submissions. A bid will be considered non responsive if required information is not provided.

Reduction in Base Bus Price: Place a minus sign (-), not a parenthesis, in front of all option prices that, if selected, reduce the base bus specifications unit price.

2. Instructions for Copying Prior Year's Bid

1. Click "Maintain Bids" in the left menu.
2. Click the RFx which is open for bidding. You can sort the list chronologically by clicking the column heading "Response Period".
3. Click "Participate" to indicate you intend to bid. You only need to do this once.
4. Find the product category for which you wish to copy pricing. If a bid was submitted for the category during the last bid period and a bid has not already been entered for this bid period, a button "Copy from Prior Bid" is available. The rest is a Wizard which steps through the process.

3. Directions for Entering Prices for the Vendor Maintain Bids Portion of the Program

1. Access the Bus Procurement Software Program at: https://kansas.cooppurchase.com.
2. Select vendor login and insert your user name and password.
3. Click "Maintain Bids" from menu.
4. Select product category that you want to insert pricing on. Be sure to select Fall 2018 Product Categories.
5. Under the base price unlock those categories that you will be bidding on. You should see the column for that product appear below in the options area.
6. If you are not bidding a product style or a bus size within a bus style, lock that product so the column does not appear.
7. Specify the prices or availability for each product configuration option. Valid option values are a **dollar value** (positive or negative) indicating the cost of the option, "**SE**" (Standard Equipment), "**NA**" (Not Available or Not Applicable), or "**NC**" (No Charge, same as $0).

8. To save time entering information for the different product configurations in that category and the option value is the same, you may enter the value for the option in the "Copy to All" column and it will copy to each product category.
9. When completed with prices for a product category, click Save. NOTE: Work in progress can be saved at any step in the entry process. You may save, leave the program, and return at any point.
10. Repeat the process for all bus styles and sizes. The program requires **all** price cells to be filled in for those categories that you are bidding on.
11. To print your documents go to vendor prices and pick the current bid only open for bidding and category you want to print and click on continue. You will be able to review your pricing if needed at this time. If everything is ok click on export and it will export to an excel file. You may have to make some format changes to make if fit to the page.
12. The program will compile information for each body style. If pricing information is incomplete, the program will return you to the incomplete cells for data entry. This will occur for each blank cell.
13. If you would like to make a comment on a specific cell, right click on the cell and you will be asked if you would like to add a comment. The corner of the cell will turn red to alert that a comment has been added. Buyers will be able to see the comments when building a specification by hovering over the cell. These comments will also be visible on the "conflict resolution" on the price comparison and purchase pages.
14. If you have any problems with any of these steps, please contact Laura Miller, KDOT Procurement Officer at (785)296-3332 or Laura.Miller@ks.gov for assistance. Due to Covid, please email and I can respond as necessary.

4. Instructions to print vendor price report:

1. To print a summary of all prices for your bid submission go to "Reports"
2. Click on "Vendor Prices"
3. Choose the product category that you want to print then click on "continue".
4. The report will come up in an excel format with all of the pricing that you have entered. You may want to change the format from portrait to landscape before you print.
5. Print a copy to submit with your bid.
6. Save an electronic copy for your records.
7. The company designee will need to sign the first sheet of the printed report that is submitted in the sealed bid.
8. Repeat for each product category.

5. Instructions to print stock unit value report:

1. To print a summary of all stock units and values for your bid submission go to "Reports"
2. Click on "Stock Product Values"
3. Choose "available" then click on "continue".
4. The report will come up in an excel format with all of the stock products and values that you have entered. You may want to change the format from portrait to landscape before you print.
5. Print a copy to submit with your bid.
6. Save an electronic copy for your records.

7. The company designee will need to sign the first sheet of the printed report that is submitted in the sealed bid.

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions**: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue**: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation**: If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause**: The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties**: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes**: The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance**: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information**: **No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***

12. **The Eleventh Amendment**: "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

SIGNATURE SHEET

Item: School and Activity Buses

Agency: Kansas Department of Transportation on behalf of Kansas Unified School Districts and Interlocal Cooperative Agreements

Closing Date: September 30, 2020

By submission of a bid and the signatures affixed thereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in the request and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation_____

Mailing Address_____ City & State_____Zip _____

Toll Free Telephone_____Local_____ Cell: _____Fax_____

Tax Number_____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. <u>DO NOT</u> enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Kansas Department of Transportation Fiscal Procurement Section at a later date.

E-Mail _____

Signature_____Date_____

Typed Name _____Title_____

In the event the **contact for the bidding process** is different from above, indicate contact information below.

Bidding Process Contact Name_____

Mailing Address_____ City & State_____Zip _____

Toll Free Telephone_____Local_____ Cell: _____Fax_____

E-Mail _____

If **awarded a contract and purchase orders** are to be directed to an address other than above, indicate mailing address and telephone number below.
Award Contact Name_____

Mailing Address_____ City & State_____Zip _____

Toll Free Telephone_____Local_____ Cell: _____Fax_____

E-Mail _____
_____

CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

_____

Signature, Title of Contractor

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

_____ _____

Signature Printed Name

CERTIFICATION INDIVIDUAL OR COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF ISRAEL

In accordance with HB 2409, 2017 Legislative Session, the State of Kansas shall not enter into a contract with any Individual or Company to acquire or dispose of services, supplies, information technology or construction, unless such Individual or Company submits a written certification that such Individual or Company is not currently engaged in a boycott of Israel.

As an Individual or Contractor entering into a contract with the State of Kansas, it is hereby certified that the Individual or Company listed below is not currently engaged in a boycott of Israel.

_____
Signature, Title of Contractor

_____
Printed

_____
Name of Company